GOVERNMENT OF ANDHRA PRADESH

ABSTRACT

Animal Husbandry Department– Health calendar 2019-20 – Prophylactic vaccinations against Bacterial and Viral diseases during 2019-20- Procurement of Vaccines– Approval of Technical and Financial committee - Orders – Issued.

ANIMAL HUSBANDRY, DAIRY DEVELOPMENT & FISHERIES (AH.I) DEPARTMENT

G.O.RT.No. 134 Dated: 03-06-2019

Read:-

From the Director of Animal Husbandry, Lr.Roc.No.7362/EPID/2019, Dated: 26.04.2019

** * **

ORDER:

Government after careful consideration of the circumstances stated by the Director of Animal Husbandry in his letter read above, hereby approved the Terms and Conditions for supply of Veterinary Biological Products for the year 2019-2020 as enclosed to the letter cited and also permit the Director of Animal Husbandry to float e-tender for purchase of the following Bacterial and Viral vaccines**.**

Sl. No.	Name of the Vaccine	Quantity (No of Doses) required
1	HS	61,50,000
2	BQ	8,00,000
3	ET	90,35,000
4	BT	65,80,000
5	FMD	1,80,00,000
6	Brucella S19	1,00,000
7	Anti Rabies	1,00,000
8	Combine FMD+ HS Vaccine	10,00,000
9	PPR Vaccine	64,86,000
10	Theileriosis Vaccine	1,00,000
11	Sheep Pox Vaccine	68,51,000

2. Government also approved the following Technical and Financial Bid Committees to examine to finalise the financial bids. The approved Tender terms & Conditions, is appended as Annexure to this order.

TECHNICAL BID COMMITTEE

1)	Director, Animal Husbandry, A.P., Vijayawada.	Chairman
2)	Nominee from Director of Drug Control Administration, A.P. Guntur.	Member
3)	Professor / Associate professor of Microbiology, College of Veterinary Science, Gannavaram.	Member
4)	Two Senior Officers, Joint Director (VBRI) / Deputy Director (ADDL) of Animal Husbandry Department to be nominated by Director.	Member
5)	Additional Director of Animal Husbandry (Health), O/o Directorate of Animal Husbandry, A.P, Vijayawada.	Member
6)	Joint Director (T&P), O/o Directorate of Animal Husbandry, A.P, Vijayawada.	Member cum Convenor

(p.t.o….)

FINANCIAL BID COMMITTEE

1)	MD, APDDCF Ltd, A.P., Vijayawada.	Chairman
2)	Director, Animal Husbandry, A.P., Vijayawada.	Member
3)	Deputy Secretary to Government, Animal Husbandry DD & Fisheries Department, Andhra Pradesh, Vijayawada.	Member
4)	Joint Director, VBRI, Samalkot	Member
5)	A.A.O, Directorate of Animal Husbandry, Andhra Pradesh, Vijayawada.	Member
6)	Additional Director of Animal Husbandry (Health), O/o Directorate of Animal Husbandry, A.P, Vijayawada.	Member
7)	Joint Director (T&P), O/o Directorate of Animal Husbandry, A.P, Vijayawada.	Member cum Convener

3. The Director, Animal Husbandry Department, A.P. Vijayawada, shall take necessary action accordingly.

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

B. SREEDHAR
SECRETARY TO GOVERNMENT

To
The Director, Animal Husbandry Department, A.P. Vijayawada.
Copy to the Members through the Director, Animal Husbandry Department, A.P. Vijayawada .
SF/SCs.

//FORWARDED::BY::ORDER//

SECTION OFFICER

(p.t.o. for annexure)

Annexure

(G.O.Rt.No.134,AHDD&F(AH1) Department, Dated:03-06-2019)

TENDER TERMS AND CONDITIONS FOR SUPPLY OF
VETERINARY BIOLOGICAL PRODUCTS
TO ANIMAL HUSBANDRY DEPARTMENT
GOVERNMENT OF ANDHRA PRADESH DURING 2019-20

1. **Tenders are invited** through on-line up to 00/00/2019 5.00 P.M **by the Director of Animal Husbandry Department, Government of Andhra Pradesh, Vijayawada to identify competent and qualified suppliers for supply of** Veterinary Biological Products, (Vaccines) as mentioned in the following Table**, for a period of one year from the date of acceptance of the tender and to the extended period on mutual consent of both the parties subject to satisfactory performance of the tenderer.**

Sl.No	Item Code No.	Name of the Item	Specifications of the Item	Unit Pack	Approximate Quantity required
1	VBP-1	Haemorrhagic Septicaemia Vaccine	This vaccine is a formalin-killed suspension of Pasteurella multocida $\geq 10^9$ CFU. The vaccine is adjuvanted with Aluminium hydroxide gel.	100 ml (50 Doses)	1,23,000 Bottles
2	VBP -2	Black Quarter Vaccine	This vaccine is a suspension of formalin-killed Clostridium chauvoei culture adjuvanted with Aluminium hydroxide gel.	100 ml (50 Doses)	23,540 Bottles
3	VBP -3	Entero Toxaemia Vaccine	The vaccine contains Toxoid & Bacterin of Clostridium perfringens Type 'D' adjuvanted with Aluminium Hydroxide Gel.	100 ml (50 Doses)	1,80,700 Bottles
4	VBP -4	Blue Tongue Vaccine	Each dose contains Poly valent Blue Tongue inactivated antigens of Five virus serotypes (1,2,10,16 & 23) absorbed on to Aluminium Hydroxide gel, Saponin added as adjuvant.	100 ml (50 Doses)	1,31,600 Bottles
5	VBP -5	Foot and Mouth Disease Vaccine	FMD Oil adjuvant vaccine incorporated with the following vaccine strains : Trivalent (‘O’, ‘A’ and ‘Asia-1’ strains) Thiomersal Content: not more than 0.02% w/v Phase separation: not more than 20% Potency: Not less than 3.0 PD50 units as per I.P	100 ml (50 Doses)	1,80,000 Bottles
6	VBP -6	Brucella abortus S-19 Vaccine	Each dose contain not less than 4×10^{10} colony forming units of live Brucella abortus Strain-19 organisms in freeze dried form along with diluents.	10 ml (5 Doses)	20,000 Vials
7	VBP -7	Rabies Vaccine	Inactivated Rabies virus adjuvanted with Aluminium Hydroxide gel Veterinary	10 ml (10	20,000 Vials

			vaccine (Cell culture) for Animal use	Doses)	
8	VBP - 8	Combined FMD + HS Vaccine	Contains FMD Virus Inactivated antigens against strains O', 'A' and 'Asia-1' and inactivated pasteurella Multocida culture(Inactivated with formaldehyde) Mineral oil is added as adjuvant, Thiomersol 0.01% W/v as preservative.	30 ml (10Doses)	10,000 Vials
9	VBP – 9	PPR Vaccine	PPR Vaccine is freeze dried, live attenuated containing 10^3 TCID 50 virus per dose .Diluent supplied along with vaccine	100 ml (100 Doses)	65,000 Vails
10	VBP - 10	THEILERIOSIS Vaccine	Contains live attenuated Schizonts grown in Lymphoblast cell culture, freeze dried vaccine stored in LN2. supplied along with diluent	15 ml (5 Doses)	20,000 Vials
11	VBP - 11	Sheep Pox Vaccine	Containing freeze dried attenuated Sheep Pox Virus. Each dose contains Sheep Pox Virus tutre >_10 $TCID_{50}$ Sucrose and Lactalbumin hydrolysate added as stabilizers..Diluent supplied along with vaccine.	100 ml (100 Doses)	68,000 Vials

It is mandatory for all the interested bidders to log on to e-Procurement web site through secure mode and submit their bids using digital certificates (signing certificate – single key pair) obtained from Andhra Pradesh Technology Services Ltd. [APTS – Sub CA] incompliance to Chapter III of IT Act 2000. The details and procedure for obtaining digital certificates is given at www.apeprocurement.gov.in or contact the helpdesk of the site or visit www.apts.gov.in.

1.1 Eligibility to Participate in Tenders

- Only original Drug Manufacturers with valid manufacturing license are eligible to participate in tenders for supply of Vaccines.
- Should have Annual turnover of Rs.10.00 crore for the years 2016-17, 2017-18 and 2018-19.

1.2 The Director of Animal Husbandry A.P. reserves the right to reject the tender of blacklisted companies and companies whose past performance with the A.P Animal Husbandry Department and also with other States in India was unsatisfactory due to delayed / erratic supplies / non compliance of the indents placed by the indenting authority.

1.3 Tender processing fee of Rs 10,000/- in the form of Demand Draft drawn in favour of The Director, Animal Husbandry, Vijayawada is to be enclosed in original along with hard copies of tender documents. However a scanned copy is to be uploaded along with other documents.

1.4 Agents / Distributors / Suppliers / Stockists are not eligible to participate in the Tenders.

1.5 The Director of Animal Husbandry A.P. reserves the right to reject the tender of blacklisted companies and companies whose past performance with the A.P Animal Husbandry Department and also with other States in India was unsatisfactory due to delayed / erratic supplies / non compliance of the indents placed by the indenting authority.

2.0 Submission of On-Line Tender Forms

2.1 Tenders have to be submitted Online in two parts in the prescribed proforma i.e. Technical Bid Part. I and Financial Bid Part II.

2.2 Financial Bids of those Tenders which qualify in Technical Bid only will be considered for finalization of Firms and Rates.

2.3 The Tenderer may please note that all the columns in the Technical bid shall be filled in meticulously with precision with documentary evidence wherever necessary.

2.4 All the required documents / enclosures have to be uploaded and attached along with Technical Bid Part. I of the tender only. Eligibility for Financial Bid Part. II of the Tender will depend on the outcome of documents uploaded / electronically attached to Technical Bid.

2.5 Copies of every document uploaded and produced by the tenderer should be clear and legible otherwise it will not be considered.

2.6 The Financial Bid shall consist of only the details of rates offered.

3.0 Schedule for Opening of Tenders through Online

00/00/2019 11.00 AM	Opening of Technical Bids i.e. Part-I of the Tender
00/00/2019 11.00 AM	Opening of Financial Bids i.e. Part-II of the Tender

2.1 The dates scheduled for RECEIPT and OPENING of tenders are fixed and will not be changed under normal circumstances. However the Director of Animal Husbandry reserves the right of postponement of the date of opening of Technical bids or date of opening of financial bids.

2.2 If for any unforeseen reasons the last date for submission of tenders and opening of Tenders happens to be a Public Holiday, the notified dates automatically get postponed to the next working day.

2.3 The Director of Animal Husbandry A.P. Vijayawada is not responsible for non-receipt of tenders or late receipt of tenders for any reason whatsoever.

2.4 Failure to fill and sign the declaration form, check list and other documents shall make the tender invalid.

3.0 Documents to be electronically Attached

3.1 All the required documents shall be arranged in serial order. Serial Numbers should be indicated on the right side top corner and after that only uploaded to the e-procurement web site i.e. www.apeprocurement.gov.in.

3.2 All the participating bidders should upload the following documents electronically.

S.No	Name of the Document	Yes/No	Page Number
1	Check List duly Signed		
2	Demand draft for Rs 10,000/- towards processing fee		
3	Affidavit Forms- 2 from tenderer and direct manufacturer/loan licensee in Annexure I and II respectively duly Signed		
4	Earnest Money Deposit		
5	GST Registration Certificate		

6	Manufacturing License		
7	Good Manufacturing Practice (GMP)/ WHO GMP Certificate		
8	Original Latest Non-Conviction Certificate		
9	Annual Turnover Assessment Order / Certificate for three years i.e. for 2015-16, 2016-17and 2017-18, certified by Statutory Auditor / Chartered Accountant duly filled in Annexure-III		
10	Sales Tax Clearance Certificate for three years i.e. for 2015-16, 2016-17 and 2017-18 along with supporting documents of payment particulars and duly filled in Annexure-IV		
11	Copies of Balance Sheet and Profit and loss Account for last three years i.e. 2015-16, 2016-17 and 2017-18 duly certified by the Statutory Auditor / Chartered Accountant		
12	Product Market standing Certificate enclose Tax invoices of six different months of that particular year for three years i.e. 2016-17, 2017-18 and 2018-19 along with Annexure-V		
13	Information of quoted products		
14	Statement of M.R.P Whole Sale & Distributor Price and applicable GST for the products quoted in Annexure-VI		
15	Notarized Affidavit Declaration by the Tenderer that the Firm was neither black listed nor suspension / Not of Standard Quality of products during the last Three years 2016-17, 2017-18 and 2018-19 in Annexure-VII		
16	Original Free sale certificate for quoted products issued by Drug control authority in Annexure VIII		
17	Original Performance certificate Drug wise for quoted products issued by Drug control authority in Annexure IX		
18	FFS and BFS technology certification where ever applicable in Annexure XII		
19	Original Solvency Certificate		
20	Sample Submission Declaration duly signed in Annexure X		
21	Latest Sample Analysis Report. A complete sample analysis report giving Physical test and Chemical Analysis		
22	BIS/ISI Certificate if applicable		
23	Declaration in terms of G.O.Ms.No.352 in Annexure XI		
24	Government Ownership Certificate If applicable		
25	APSSIDC/NSIC Certificate if applicable		
26	Income Tax returns of the last 3 years		

Note: All supporting documents should be submitted in physical form

3.3 The Tenderers are requested to submit the following documents physically on or before **00/00/2019 up to 5.00 P.M.**

a) Check List of all the documents uploaded

b) Copies of all the documents which were uploaded

c) Soft copy of all the documents which were uploaded in a CD

d) Product literature and Analytical reports along with samples.

Note This is only for cross verification of the uploaded documents. Any required document failed to upload the bid shall become invalid even though documents are produced in physical form.

3.4 All the enclosed documents shall be in English or Hindi or Telugu if Any Document is produced in any language other than English or Hindi or Telugu, a True Translation of copies of such documents in English shall be enclosed duly attested. Failure to

submit English translation of such documents shall make tender invalid. All originals shall be presented at the time of scrutiny for verification.

5.0 Transaction Fee

All the participating bidders should pay a Transaction fee of @ 0.03 % of quoted value with a cap of Rs.10,000/- + **Service tax @ 10.30 %** on transaction fee payable to Vupadhi technologies, by using Credit card (Any MASTER/VISA Card) issued by any bank or through net banking accounts with ICICI, UTI or HDFC Banks as per G.O. Ms.No.13 IT&C Department Dated: 07.05.2006 with effect from 02.02.2007.

6.0 Earnest Money Deposit (EMD)

6.1 Earnest Money Deposit of Rs. 3,00,000.00 (Rupees Three Lakh only) in the form of Crossed Demand Draft / Pay Orders drawn on any scheduled bank in favor of Director of Animal Husbandry Payable at Vijayawada and this E.M.D is refundable to the Tenderers. The E.M.D of unsuccessful tenderer will be returned.

6.2 However Small Scale Industrial Units Registered with the Government of Andhra Pradesh (APSSIDC) and the National Small Industries Corporation (NSIC) New Delhi established in the state of Andhra Pradesh or the firms with specific exemption orders issued by any competent authority of Government of Andhra Pradesh or Government of India are exempted from paying EMD.

6.3 The onus of proving that a bidder is exempted from depositing earnest money will be on the Firm/Company. Valid Exemption Certificate issued by competent authority for claiming exemption of EMD, Acknowledgement thereof & Declaration of Product, Plant & Machinery Investment issued by APSSIDC or NSIC.

6.4 If the successful tenderer fails to enter into agreement on non-judicial stamp paper worth Rs.100.00 (Rupees One Hundred only) within 10 days of intimation from Director of Animal Husbandry and fails to furnish security performance deposit, the E.M.D will be forfeited.

6.5 Tenders received without Earnest Money Deposit will be disqualified.

6.6 Cheques, Call deposits, Term Deposits or Fixed Deposits will not be accepted towards Earnest Money Deposit.

6.7 The products permitted by S.S.I. Registration Authority will only be considered for manufacturing/repacking aspect only. If any Firm Quotes Products other than those covered under S.S.I Registration, E.M.D shall accompany the Tender. Failure to enclose E.M.D shall make such of those products not covered under S.S.I Certificate invalid for consideration.

7.0 Performance Security Deposit

7.1 All the successful bidders including SSI/MSME units should furnish the Security Deposit @ 5 percent of the contract value for each product with a cap of Rs 10.00 Lakhs. **The Security Deposit shall be in the form of demand draft from any Nationalized Bank drawn in favor of Director of Animal Husbandry A.P. Vijayawada.**

7.2 The Security Deposit and the agreement will have to be submitted within 10 days from the date of communication of tentative products approval list.

7.3 The security deposit furnished by such tenderer will be returned upon complete fulfillment of the tender period or the extended period if any to the satisfaction of the Director of Animal Husbandry, Vijayawada.

7.4 In the case of successful tenderer, The Earnest money deposit may, at the discretion of the Director of Animal Husbandry be adjusted towards the security deposit, if desired by the tenderer.

8.0 Sales Tax/ GST Clearance Certificate

8.1 Attested Photo Copy of Sales Tax /GST Clearance Certificate obtained from the competent sales tax authority of the area concerned for three years 2016-17, 2017-18 and 2018-19 shall be attached. Certificates older than that shall not be considered. Those not liable for Sales Tax/ GST payment under relevant rules should produce a certificate to that effect from the competent authority.

9.0 Solvency Certificate

9.1 Original Solvency Certificate obtained from any scheduled Bank for an amount not less than Rs.200000/- (Rupees Two Lakh only) should be attached. Bank documents or credit facility letters for the said amounts are not valid. Enclosed Solvency Certificate shall not be older than 90 days as on the date of submission of tenders.

9.2 If the firm is a proprietary concern the Solvency Certificate shall be in the name of the firm or proprietor. If the firm is a partnership concern the Solvency Certificate shall be in the name of the participating firm itself but not in any other name.

10.0 Manufacturing License

10.1 Attested Photocopy of the Latest Manufacturing License which is in vogue shall be attached. If the firm has applied for renewal of license necessary authenticated proof given by Drug Control Administration shall be furnished. Licenses issued for test and Analysis will not be considered. The products quoted by the tenderer shall be underlined with Red Ink. The License number and date should also be underlined with Red Ink. The abstract of the products quoted should be attached. The Drug Manufacturing License should clearly indicate a minimum of three years of manufacturing standing for every product quoted. Products without the proof of three years of manufacturing license shall be summarily rejected.

10.2 The tenders received without proper license authenticated list of products covered by license are liable for rejection without any further notice.

11.0 Product Market Standing certificate

11.1 Every product quoted should have been in the Indian market continuously during last three years. Tenderers shall attach Tax Invoices showing supply of medicines for six different months of that particular year to different agencies / Organizations covering 2016-17, 2017-18 and 2018-19 in support of trading of the product. Annexure -V

11.2 Products without the proof of three years market standing shall be summarily rejected. In the event of any doubt in this regard the Director of Animal Husbandry reserves the right to cross verify the same from the market or any concerned channel and decision of Director of Animal Husbandry shall be final. Even after finalization of the tenders if it comes to the notice of the department that any product approved does not actually been there in the Indian market for a minimum period of 3 years, such products will be deleted from the approved list besides debarring the tenderer for a period of five years from participation in tenders and initiate criminal action for such false claims.

12.0 Non Conviction Certificate In Original

Tenderer should furnish Original Non Conviction Certificate issued by the concerned Drug Control Administration to the effect that the manufacturer is not indulging in any unethical manufacturing practices, license is not suspended any time for the LAST THREE YEARS and that the firm was not prosecuted any time during the last three years. The firms who are getting the products manufactured on loan license basis shall also submit Non Conviction certificate issued by the concerned Drug Control Administration and the Firms who manufacture products for them in such tie up. This Non-conviction certificate should be of latest one issued on or after 01-04-2019 at the time of submission of tender and should cover 2016-17, 2017-18 and 2018-19.

13.0 Free sale Certificate and Performance Certificate In Original

a) Tenderer should furnish Drug wise free sale certificate in original issued by the Drug Control Authority. Annexure – XI

b) Tenderer should also submit Drug wise performance certificate for the last 3 Years 2016-17, 2017-18 and 2018-19 issued by the Drug Control Authority concerned. Annexure – XII

14.0 Good Manufacturing Practices (GMP) Certificate

The firm has to submit a valid Current Good Manufacturing Practices Certificate from the concerned State Drug Control Authority conforming Revised Schedule M for Veterinary Biological Products as per Drugs and Cosmetics act 1940. Importers must have valid GMP from WHO as on Bid calling date. If validity of GMP certificate is not

mentioned in certificate, it shall be treated as one year for GMP and two years for WHO GMP from the date of issue of certificate.

15.0 FFS / BFS Technology Certification

BFS/FFS Certificate issued by the Competent Authority for the items where BFS/FFS pack is specified. Intravenous fluids should be manufactured under Form – Fill – Seal FFS / Blow-Fill-Seal BFS technology in good quality polythene containers unless otherwise specified. Form Fill and Seal technology certification issued by the competent authority exercising powers under Drugs and Cosmetics Act 1940 and Drugs and Cosmetic Rules 1945 should be uploaded otherwise it will not be considered.

16.0 Declaration in terms Of G.O.Ms.No.352

Government of Andhra Pradesh through G.O.Ms.No.352 AHDD and F Department dated 22-11-2000 have prohibited the family members of the employees of Andhra Pradesh Animal Husbandry Department from entering into business relating to Veterinary Drugs and Medicines. To this effect tenderer should submit a declaration as per proforma given on Rs.100.00 non-judicial stamp paper duly attested by authorized Notary. Failure to enclose the declaration the tender will be rejected.

17.0 Quoting of Rates

17.1 The tenderer shall offer their rates only for the specified composition, strength; packing specifications and unit of pack and are clearly indicated in this tender call. Products offered which do not confirm the composition strength packing specifications and unit of pack shall not be considered. Therefore the tenderer are requested to go through all such specifications thoroughly and offer their rates.

17.2 The rates quoted shall be in Indian Rupees and Paisa only and must be expressed both in figures and words as well. The rates quoted should be inclusive of the cost of original containers, packing, forwarding, loading, unloading, insurance, any other levies or duties and other incidental charges and Customs Duty in case of imported products including fright charges, delivery charges FOR to the destination.

17.3 The rates quoted shall be exclusive of GST. The GST shall be paid in accordance with the orders of Government of Andhra Pradesh from time-to-time if any.

17.4 The rates quoted by the tenderer shall not exceed the controlled rates if the Government controlled rates are in force on the date of submission of tenders. In the absence of controlled prices, the tenderer shall quote reasonable price applicable to bulk purchases.

17.5 The rates offered in the tender shall not exceed the M.R.P. as well as the lowest price at which the firm sells the product of identical description to any other department or organization or person anywhere in the State or in the Country. However, the Director of Animal Husbandry reserves the right to examine all such cases with reference to the merits of the case and permit the firm up to 10% of the price variation from the price approved in the tenders. If such incidence of supply at lower rates than stipulated to others comes to the notice at any time during the course of Rate Contract period, the Director of Animal Husbandry reserves the right to initiate an appropriate action against such firms including recovery of excess amount paid.

17.6 If the tenderer quotes the rates at his will overlooking the conditions in the previous paragraphs the tender is liable for cancellation even after approval of tender and firms will face suitable legal action for such action at any time during the Rate Contract period**.**

17.7 If artificially low rates are quoted the Director of Animal Husbandry Andhra Pradesh reserves the right to cross-verify them and ignore them from consideration in order to prevent unethical trade practices.

17.8 If the Government introduces any fresh taxes or enhances the present rate of taxes no change in the basic rate can be claimed. However such claims will be decided by the Director of Animal Husbandry based-upon the merits of each case.

17.9 No upward Revision of Rates once accepted will be considered.

17.10 During the period of rate contract if there is any reduction in the price under any statutory provision or by Government order the same reduction in prices shall be

made applicable from the date of implementation of the order. The tenderer shall forthwith notify such reduction to the Director of Animal Husbandry A.P. Vijayawada as well as to the indenting officers failing which the contract is liable for cancellation and no further correspondence will be entertained in this regard.

18.0 Selection Procedure of Products

18.1 In Technical Bid, the following points will also be considered while selection of Products viz. Feedback given by field Veterinarians on the efficacy of the drug, Previous supply performance of the supplier including Market reputation.

18.2 Ordinarily the tendered products will be selected based on the lowest rates quoted by the firms in the Financial Bids. However the tender committee reserves the right to select the products even with higher rates depending upon the Popularity / Market reputation / Efficacy of the Drugs / Medicines basing on the field reports / Feedback given by field Veterinarians and Previous supply performance of the supplier ignoring the lowest rates. Preference will be given to the product of Government institutions / undertakings.

18.3 The Director of Animal Husbandry A.P. Vijayawada does not bind himself to accept the lowest tender and reserves the right to reject any one or all tenders or accept any one or more tenders for the same product/ products / Firms without assigning any reasons thereof and no further correspondence will be entertained on this subject.

18.4 The Director of Animal Husbandry can negotiate with L1 firm before finalizing the rates.

18.5 The Director of Animal Husbandry or his authorized representative has the right to inspect the factories of those companies which have quoted for the tender before accepting the rate quoted by them or before releasing any orders or at any point of time during the continuance of tender and has also the right to reject the tender or terminate / cancel the orders issued or not to reorder based on facts brought out during such inspections.

18.6 Keeping the volume of a product required for field use the Director of Animal Husbandry will approve more than one firm for a particular product.

19.0 Deposition of Samples and Analytical Reports

19.1 The tenderer shall deposit three free samples of the products quoted for which sample submission is indicated, along with hard copies. A receipt of samples submitted at the office of the Director of Animal Husbandry need to be enclosed. The samples shall be in the form and pack available in the market as on the day. Loose samples, samples with type and / or hand written labels will not be accepted and these samples shall be utilized for cross verification in the market and for analysis. Non-deposition of samples / non-furnishing of declaration will entail rejection of the tender.

19.2 The Tenderer shall submit samples along with product catalogue / information brochure and recent analytical report of that particular batch. Declaration of sample submission is compulsory. The samples should be submitted to the Joint Director Technical O/o. Department of Animal Husbandry Labbipet A.P. Vijayawada – 520 010 on or before 00/00/2019 5.00 P.M.

19.3 A recent complete sample analysis report together with the acknowledgement of the department issued in token of receipt of the sample should be uploaded in the e-tender portal.

19.4 If any tenderer has not deposited samples as specified; such tender is liable for rejection. The samples approved or un-approved under previous tenders shall not be considered as samples for the present Rate Contract. Exemption from deposition of the samples will be entertained only for certain specified and sensitive products as the Director of Animal Husbandry may think fit and proper but not for all products under any circumstances.

16.5 The samples of non-approved firms will be returned to the respective firms at their own expenses. The same will have to be taken back within 15 days from the date of communication failing which their claim for return of samples will be forfeited.

19.5 The container capping and labeling etc of the samples submitted must be in Conformity with the guidelines / provisions laid down in the relevant clauses /conditions of the Drugs and Cosmetics Act 1940 and Drugs and Cosmetic Rules 1945 failing which such samples along with the tender itself is liable for rejection.

20.0 Placing of Indents

20.1 The Firm/Manufacturer shall comply with all the indents placed by the Departmental Officers within a period of 60 Days. A grace period of 15 days with 0.5% penalty per day is allowed. Further another 10 days is permitted with written permission from the Director of Animal Husbandry and agreed penalty @ 1% per day during that 10 days period. If any firm / Manufacturer fail to supply the indented products within the stipulated period, the indented order automatically gets cancelled. Besides this any excess cost incurred due to purchase of such products from other firm or from open market will be recovered from the defaulting firm. In the event of inconvenience due to non-compliance to the indents by the firm, the Director of Animal Husbandry reserves the right to delete such firm from the Rate Contract for the rest of the Rate Contract period.

20.2 Indents for the products approved will be placed on the Manufacturer directly. Wherever SSI units or MSE units are approved under a category of drug, equal weightage will be given to the firms under SSI category and also to those other than SSI category units as per guidelines of the Govt. The indented products should be supplied to destination prescribed by the indenting officer. The approved firm will be permitted to supply stocks through an authorized stockiest.

20.3 However the Director of Animal Husbandry. A.P. Vijayawada reserves the right to accept stocks from the firms directly or any of the authorized stockiest under emergencies or under special circumstances as he may think fit.

20.4 The indented stocks shall be door delivered at the place indicated by the indenting officer or Director of Animal Husbandry at the cost of supplier including handling charges.

20.5 No Insurance charges will be paid by the Department / Indenter.

20.6 Conditions such as “Subject to Availability”, “Supplies will be made as and when stocks are received” etc. will not be considered under any circumstances and the tenders of those who have given such conditions shall be treated as incomplete and the request for extension of time will only be considered based on the merits otherwise. Any failure in supplying the indented product will be taken as a willful refusal to supply and the firm will be black listed for a period of three years.

21.0 Quality Testing

21.1 The vaccines shall have the active ingredients at the maximum permissible level throughout the shelf life period of the drug. The samples will be drawn periodically throughout the shelf life period.

21.2 The supplies of the vaccines will be deemed to be complete only upon receipt of the batch-wise quality certificate from the Laboratories. Products that do not meet quality requirements shall render the relevant batches liable to be rejected. If the products do not confirm to statutory standards, the tenderer will be liable for action under the existing laws and the entire stock should be taken back by the tenderer within a period of 7 days of the receipt of the letter from the Indenting officer or Director of Animal Husbandry A.P. Vijayawada. The stock shall be taken back at the expenses of the tenderer. The Director of Animal Husbandry A.P. Vijayawada reserves the right to destroy such sub-standard products if the tenderer does not take back the products within the stipulated time. The Director Drug Control Administration will be informed for initiating necessary action on the tenderer and that product shall be blacklisted and no further supplies accepted from him. The tenderer shall not be eligible to participate in the Animal Husbandry Department A.P. Vijayawada tenders for supply of such drugs for a period of three subsequent years.

22. SUPPLY OF STOCK

22.1 Fresh Stocks shall invariably be supplied against all indents. The expiry date for applicable products shall not be less than 12 months at the time of supply. For such of those products whose shelf life is only one year they should have at least 80 percent of the balance shelf life at the time of supply. In case of premature deterioration, free replacement shall be made and any loss should be made good. Every product shall be of good quality as per the approved sample in all aspects and without any damage at the time of receipt of consignment by the indenting officer.

22.2 It should be ensured that only first hand fresh packing material of uniform size including bottles and vials are used for packing. The packed card board boxes shall clearly indicate the name of the supplier product of supply and other related details like the manufacturing date, expiry date etc.

22.3 All labels on cartons including the labels affixed on the ampoules / vials / bottles / packages shall bear in red print with inscription ***For A.P. Animal Husbandry Department Use, not for Sale /for A.P.A.H.D. Use, not for sale*** with a letter size of that of trade name size at top of the label i.e above the product name. Stock supplied without this inscription will be considered as deviation to the tender condition and a fine of 1% of the value of the entire stock supplied to the department for that particular batch number will be imposed.

22.4 Every product on label shall have printed batch number, Drug license number, Manufacturing and Expiry dates and this should be incorporated in the invoice also. Adhesive stickers should not be pasted over the labels under any circumstances.

22.5 Tenderer while supplying vaccines to the Institution should invariably supply product literature in sufficient number as required by the indenting officer.

22.6 The successful tenderer should door deliver the indented products to the level of Divisional offices/ other institutions in the state as indicated by various officers at the firm's own risk and it should be in such quantities and numbers at such time and in such manner as the Director of Animal Husbandry A.P. Vijayawada or any authorized indenting officer of the department.

22.7 In case the supplies delivered by the firm are not of stipulated quality / quantity or delivered without correct invoice or with the Tampered Labels or any stickers on labels the Director of Animal Husbandry A.P. Vijayawada or any officer authorized by him shall have the power to reject any such supplies unless the said firm itself suitably replaces forthwith besides taking suitable action against the erring firm. The firm at their own expenses shall take rejected products back within 7 days of the notice of rejection. If not Director of Animal Husbandry A.P. Vijayawada or any one duly authorized by him, shall remove them from the stock point and the amount thus incurred shall be recovered from the firm.

22.8 Any shortage or breakage during the transit should be made good by the supplier at his own cost. Goods found damaged on opening of consignment shall be replaced by the supplier at his own cost within 10 days of the intimation.

22.9 The bills towards products supplied by the Rate Contract firm should be sent to the Divisional Deputy Director. If any default on the part of supplier the Indenting Officers and Director of Animal Husbandry A.P. Vijayawada reserve the right to deduct from the bills suitable sums by way of penalty for any specific default as prescribed.

22.10 The decision of the Director of Animal Husbandry A.P. Vijayawada or officer authorized by him shall be final with regards to the acceptability of products supplied by Tenderer. Any plea for assigning the reasons for rejection will not be entertained.

22.11 The Director of Animal Husbandry is empowered to resort to any punitive actions ranging from recovery of losses to black-listing of the erring Rate Contract Firm for any kind of malpractices violating the tender terms and conditions.

22.12 Tenderer imposing any extra conditions of their own will be summarily rejected. Only those agreeing with the above tender conditions may offer their tenders.

22.13 Tenderer should not involve in Corrupt Practices i.e offering/ giving/ or Soliciting of anything valuable to influence the action of a Government official in Technical selection of Products and procurement process which will be considered as serious lapse and such firm will be black listed and judicial action will be taken against such Tenderer.

22.14 All legal complications or suits if any sought on these transactions shall be limited to any competent court of law relevant to AP only.

22.15 The Director of Animal Husbandry is the sole authority on any decision in respect of any issue on these Terms and Conditions and reserves the right to accept /reject /cancel or take any action on any products without any notice what so ever to any body and without assigning any reasons.

23. PENALTY FOR DELAYED SUPPLIES:

23.1 The supplies should be made within 60 days from the date of purchase order. In case of imported items, the period for supply would be 75 days from the date of purchase order.

23.2 In the event of delayed supply, for the next 15 days i.e from 61st day to 75th day, 0.50% of the value of purchase order per day will be imposed as penalty and in case of imported items the penalty be levied from 76th day to 90th day. Further period of 10 days with written permission of the Director of Animal Husbandry and penalty 1.0% of the value of the order will be allowed and beyond that period, the order stands cancelled.

23.3 After expiry of the penalty period, the purchase order is deemed to be cancelled and the Director of Animal Husbandry will be at liberty to procure the items from other suppliers or from open market as per demand and the extra cost incurred in doing so will be recovered from the firm which fails to supply within the stipulated period either from the amount payable or from the performance security deposit.

24 OTHER PENALTIES

24.1 No company / Firm which has been blacklisted either by Director of Animal Husbandry A.P. Vijayawada or by any State Government or Central Government / Organizations shall participate in the tender during the period of blacklisting. If any such firm participates and the same comes to the notice at a later stage and if any firm is black listed at a later date either by the Government of Andhra Pradesh or any other State / Central Government will not only be debarred / black listed permanently and their security deposit / EMD whichever is available with the department will be forfeited and any business / transactions will be stopped with their firms forthwith.

24.2 If any tenderer withdraws his tender at any time after opening of sealed tenders on any plea or offers to modify any rate quoted by him the request of such Tenderer will not be considered under any circumstances and Earnest Money Deposit of such Tenderer shall be forfeited. Besides, such firm will be debarred from participating in the Tenders of this Department for a minimum period of FIVE YEARS.

24.3 If the successful tenderer fails to execute the agreement and / or to deposit the required security within the time specified i.e. ten days (see 7.0) or withdraws his tender after the intimation of the acceptance of his tender has been sent to him or owing to any other reasons he is unable to undertake the contract, his contract will be cancelled and the Earnest Money Deposit deposited by him along with his tender shall stand forfeited by the Director of Animal Husbandry Department A.P. Vijayawada and he will also be liable for all damages sustained by the Director of Animal Husbandry A.P. Vijayawada by reasons of breach such as failure to supply / distorted supply including the liability to pay any difference between the prices accepted by him and those ultimately paid for procurement of the products concerned. Such damages shall be assessed by the Director of Animal Husbandry whose decision is final in the matter.

24.4 In the event of the successful Tenderer failing to supply the products released in his favor under this Rate Contract within the period prescribed for delivery or requesting for deletion of approved and accepted products by the tenderer the Department shall have right to resort to local purchase and the extra expenditure involved while doing so by the Department will be recovered from the Security Deposit in whole or in part and if the Security Deposit falls short the balance of extra amount will be recovered from any amount payable to the Tenderer by any officer of the Animal Husbandry Department or such an amount will be recovered with legal charges if any under Revenue Recovery Act. Such defaulters will forego the right to participate in future tenders for a minimum period of THREE YEARS.

24.5 If any products or things supplied by the tenderer has been partially or wholly used or consumed after supply and are subsequently found to be “Not of standard Quality” (NSQ) or spurious or adulterated or mis-branded with tampering of labels in bad order unsound inferior in quality or description or are otherwise faulty or unfit for consumption then the contract price or prices of such product or things will be recovered from the tenderer if payment had already been made to him. Otherwise the tenderer will not be entitled to any payment whatsoever for such product. For infringement of the stipulations of the contract or for other justifiable reasons the contract may be terminated by the Director of Animal Husbandry and the tenderer shall be liable for all losses sustained by the Director of Animal Husbandry in consequence of the termination which may be recovered personally from the tenderer from his properties as per rules.

24.6 In the event of any product failing quality tests, contract with the tenderer will be suspended and purchases would be made from alternative suppliers. Such firms will be black listed for three years beginning from the year following the one in which defective supplies were detected. The tenderer shall also be liable for action under criminal law and the matter shall be notified to the Director, Drugs Control Administration.

24.7 In all the above conditions the decision of the Director of Animal Husbandry A.P. Vijayawada shall be final and binding.

25.0 PAYMENT PROVISIONS

No request for payment of advance amount for supplies shall be entertained. Suppliers will ordinarily be paid within a period of 60 DAYS from the date of supply of stocks by the Departmental Officers. However if their payment is delayed due to unforeseen circumstances no interest charges shall be paid.

26.0 PERIOD OF RATE CONTRACT

The Rate Contract will be in force for a period of one year from the date of acceptance of the tender and will be extended as per the need on mutual consent of both the parties subject to satisfactory performance of the tenderer.

27.0 AGREEMENT

27.1 Every successful Tenderer on intimation by this office shall execute an Agreement on Rs.100-00 Rupees One hundred only non-judicial stamp paper in the prescribed format which will be supplied along with list of products tentatively approved. Agreement should be typed only on one side of stamp paper duly signed by the Tenderer on each page.

27.2 In the event of failure to execute agreement in prescribed format within 10 days by the successful Tenderer along with the Security Deposit as indicated in Para 7.0 the Earnest Money Deposit of such tenderer will be forfeited and such defaulters will forego the right to participate in future tenders for a minimum period of THREE YEARS.

27.3 A successful tenderer whose EMD was exempted fails to execute agreement along with Security Deposit, such firm will not be permitted to participate in the departmental Tenders for next 5 years.

27.4 Non-compliance of contract provisions will disqualify a firm to participate in the tender for the next three years

28.0 GENERAL

28.1 The Tender quantity mentioned is only a tentative requirement. The Quantities indicated may vary basing on Seasonal conditions, Disease problem and field needs.

28.2 The uploaded documents of the tender without containing necessary enclosures and incomplete / faulty documents shall be rejected at the time of opening without any further notice. No extension of time will be given in this regard.

28.3 The Technical Bid Committee or its nominee shall be empowered to cross verify the facts as well as products provided in the Technical Bid before finalizing the firms to be placed before the Financial Bid Committee. If necessary Technical Bid Committee or its nominee can visit the premises of participating firm and inspect the manufacturing analytical and other facilities for arriving at the decision regarding the finalization of Technical Bids.

28.4 The Financial Bids of such firms which have been qualified /approved by the Technical Bid Committee shall only be considered by the Financial Bid Committee for their scrutiny / approval of the Rates of the Rate Contract.

28.5 Manufacturing firm should clearly state the origin of the basic materials whether they are indigenous or foreign. In case of foreign origin the country from which the said materials obtained regarding the imports along with copy of the valid import license issued by the competent authority shall be enclosed.

29.0 SAVING CLAUSE

NO SUIT PROSECUTION OR ANY LEGAL PROCEEDINGS SHALL LIE AGAINST THE PURCHASER OR ANIMAL HUSBANDRY DEPARTMENT A.P. VIJAYAWADA OR ANY OFFICER OF THE DEPARTMENT FOR ANY THING WHICH IS DONE IN GOOD FAITH OR INTENDED TO BE DONE IN PURSUANCE OF THIS TENDER.

B. SREEDHAR
SECRETARY TO GOVERNMENT